

**SECTION K OF RFP5-51477/1.**

**REPRESENTATIONS AND CERTIFICATIONS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11) (APR 1991)**

(a) The Definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

**SECTION K OF RFP5-51477/1.**

**REPRESENTATIONS AND CERTIFICATIONS**

**K.2 TAXPAYER IDENTIFICATION (52.204-3) (JUN 1997)**

**(a) Definitions.**

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

**(c) Taxpayer Identification Number (TIN).**

- ☐ TIN:
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state or local government;
- ☐ Other. State basis.

**SECTION K OF RFP5-51477/1.**

**REPRESENTATIONS AND CERTIFICATIONS**

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name

TIN

(End of provision)

**K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (52.209-5) (MAR 1996)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

**SECTION K OF RFP5-51477/1.**

**REPRESENTATIONS AND CERTIFICATIONS**

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three- year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**SECTION K OF RFP5-51477/1**

**REPRESENTATIONS AND CERTIFICATIONS**

**K.4 TYPE OF BUSINESS ORGANIZATION (52.215-4) (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) \_\_\_\_\_.

(End of provision)

**K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (52.219-1) (JAN 1997)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 8011.

(2) The small business size standard is \$5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

## **SECTION K OF RFP5-51477/1**

### **REPRESENTATIONS AND CERTIFICATIONS**

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

**SECTION K OF RFP5-51477/1.**

**REPRESENTATIONS AND CERTIFICATIONS**

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

**K.6 CERTIFICATION OF NONSEGREGATED FACILITIES (52.222-21) (APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

**SECTION K OF RFP5-51477/1.**

**REPRESENTATIONS AND CERTIFICATIONS**

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

**K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (52.222-22) (APR 1984)**

The offeror represents that--

(a) It / / has, / / has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It / / has, / / has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**SECTION K OF RFP5-51477/1**

**REPRESENTATIONS AND CERTIFICATIONS**

**K.8 AFFIRMATIVE ACTION COMPLIANCE (52.222-25) (APR 1984)**

The offeror represents that (a) it / / has developed and has on file, / / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it / / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.9 CLEAN AIR AND WATER CERTIFICATION (52.223-1) (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is / /, is not / / listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offer or proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

**K.10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-13) (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described

in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention

SECTION K OF RFP5-51477/1

REPRESENTATIONS AND CERTIFICATIONS

Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

/ / (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

/ / (ii) The facility does not have 10 or more full time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/ / (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/ / (iv) The facility does not fall within Standard Industrial Classification (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

/ / (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

(End of provision)

K.11 BUY AMERICAN CERTIFICATE (52.225-1) (DEC 1989)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

(List as necessary)

## **SECTION K OF RFP5-51477/1.**

### **REPRESENTATIONS AND CERTIFICATIONS**

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

(End of provision)

#### **K.12 USE OF GOVERNMENT-OWNED PROPERTY (1852.245-79) (JUL 1997)**

(a) The offeror ( ) does, ( ) does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror ( ) does, ( ) does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish--

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

**SECTION K OF RFP5-51477/1.**

**REPRESENTATIONS AND CERTIFICATIONS**

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

(3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

(End of provision)

**SECTION L OF RFP5-51477/12**

**INSTRUCTIONS TO OFFERORS**

**L.1 LIST OF SECTION L CLAUSES INCORPORATED BY REFERENCE**

52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)(Deviation)(Revise \$1 million to read \$10 million)
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)
18-52.233-70	PROTESTS TO NASA (MAR 1997)

(End of By Reference Section)

**L.2 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG 1991)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Mr. Steven T. Kramer  
Phone: 301-286-6872 (collect calls not accepted)  
Telex: 197640 or 248496  
Fax: 301-286-0247

\*Address: Goddard Space Flight Center  
Greenbelt, MD 20771  
Attention: Mr. Steven T. Kramer, Mail Code 212

\*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible. Questions the Government may have otherwise answered, may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date.

(End of Provision)

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

#### **L.3 REFERENCE LIBRARY**

In order to assist potential offerors in familiarizing themselves with the nature of the services required to support this effort in the past, a small reference library has been established for review. All information contained in the library is considered historical data and should not be construed as part of the requirement for this effort.

The library is located at NASA/Goddard Space Flight Center in Building 17, Room N137. To arrange access to this library, all interested potential offerors should contact Mr. Steven T. Kramer at (301) 286-6872 to schedule an appointment. Potential offerors who do not make an appointment prior to visiting will not be granted access to the library.

(End of Provision)

#### **L.4 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (52.211-14) (SEP 1990)**

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

#### **L.5 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (52.204-6)(DEC 1996)**

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

**SECTION L OF RFP5-51477/12**

**INSTRUCTIONS TO OFFERORS**

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

(End of provision)

**L.6 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (52.214-34)(APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of Provision)

**L.7 SUBMISSION OF OFFERS IN U.S. CURRENCY (52.214-35) (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of Provision)

**L.8 TYPE OF CONTRACT (52.216-1)(APR 1984)**

The Government contemplates award of a Cost Plus Award Fee contract resulting from this solicitation.

(End of Provision)

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

#### **L.9 SERVICE OF PROTEST (52.233-2)(AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Bid Office  
Building 17, Room S142  
Mail Code 202.2  
Goddard Space Flight Center  
Greenbelt, MD 20771

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(End of Provision)

#### **L.10 SITE VISIT (52.237-1)(APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

#### **L.11 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) provisions:

**SECTION L OF RFP5-51477/12**

**INSTRUCTIONS TO OFFERORS**

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) provisions:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

Note: The provisions in this solicitation are current as of Federal Acquisition Circular (FAC) 97-3 and NFS version 97.1.

(End of provision)

**L.12 SAFETY AND HEALTH PLAN (18-52.223-73)(DEC 1988) ALTERNATE I (DEC 1988)**

The apparently successful offeror shall submit a detailed safety and health plan after notification of selection but before contract award, showing how the Contractor intends to protect the life, health, and well being of NASA and contractor employees as well as property and equipment. This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of Provision)

**L.13 DETERMINATION OF COMPENSATION REASONABLENESS (18-52.231-71) (MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan shall also include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional employees shall be highlighted. The requirements of the plan may be combined with that required by the clause at (FAR) 48 CFR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

(c) The offeror shall include the rationale for any conformance procedures used for those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

End of Provision

#### **L.14 STANDARD FORM 33 AND SUBMITTAL OF OFFER**

This must be a separate proposal volume.

##### **1. SF 33, Offeror Fill In's and Section K**

Blocks 12 through 18 of the SF 33 and the indicated offeror required fill-in's in Sections B-K must be completed. The signed SF33, the pages with the required fill-in's, and all of Section K must be submitted. The balance of the solicitation need not be returned unless the offeror has made erasures or other changes to pages that will constitute part of the contract.

##### **2. Offer Acceptance Period**

It is requested that offerors indicate, in Block 12 of the SF 33, a proposal validity period of 120 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions", a different validity period may be proposed by the offeror.

##### **3. Summary of Exceptions**

List all exceptions to the terms and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical". Offerors are cautioned that exceptions may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to

## SECTION L OF RFP5-51477/12

### INSTRUCTIONS TO OFFERORS

an offeror if award is made without discussions, or may otherwise affect an offeror's competitive standing.

#### L.15 PROPOSAL PAGE LIMITATIONS (18-52.215-81)(FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<u>Proposal Section</u>	<u>Page Limit</u>
<u>Volume I SF 33, Offeror Fill In's and Section K</u>	N/A
<u>Volume II Technical Proposal</u>	
a) Oral Technical Presentation	120 Minutes**
Videotape Charts (Viewgraphs)	40 pages
b) Written Technical Proposal (Resumes and Commitment Letters)	20 pages
<u>Volume III Price/Cost Proposal</u>	
a) Cost Charts	N/A
<u>Volume IV Experience and Past Performance</u>	N/A

The following items are not included in the above page limitations:

- (1) SF33, Offeror Fill In's (Section B-J) and Representations and Certifications
- (2) Cost Charts
- (3) Experience and Past Performance
- (4) Section Dividers Which Do Not Contain Substantive Narration

\*\* NOTE: The Offeror(s) shall not submit pre-recorded videotape(s). The Offeror shall present a "live" Oral Technical Presentation which will be videotaped on the Government site. The offeror shall provide the videotape recorder (VHS) and a videotape operator. The offeror shall film the technical proposal (not including the written technical proposal documentation in II (b) above).

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

(b) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of Provision)

#### **L.16 TECHNICAL PROPOSAL INSTRUCTIONS**

This part of your proposal shall be separate from the Cost/Price Proposal and shall be subdivided into the following major sections:

##### **MISSION SUITABILITY FACTORS**

- I. Subfactor A--Understanding the Requirement/Technical Approach
- II. Subfactor B— Management Plan and Company Resources
- III. Subfactor C—Personnel

Element C-1 Staffing Plan  
Element C-2 Key Personnel

**A. Subfactors A, B, and C (Element C-1) will be presented in the form of an oral presentation in accordance with FAR 15.102, for which the following ground rules apply:**

## **SECTION L OF RFP5-51477/11**

### **INSTRUCTIONS TO OFFERORS**

1. The time and location of the Oral Technical Presentation will be scheduled within 14 days after receipt of the written portion of the proposal. The date and time due for the written proposal is designated on SF 33, block 9.
2. The Government will randomly assign a presentation date for the Oral Technical Presentation to each offeror submitting the written proposal received by the designated due date. The Government will pick random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen until the last, the numerical sequence of the firms scheduled to present will be established. After assigning the sequence of presentations, and reserving the facilities where the Offeror's presentation will be videotaped, the Offeror will be notified with the scheduled time and place for the Oral Technical Presentation.
3. The Oral Technical Presentation will be recorded by the Offeror LIVE on a VHS video-tape recorder. The Government shall receive the original tape and one (1) copy will maintain with the Offeror.
4. The Government will not make any change to the content of the videotape material submitted; i.e. no editing will be performed.
5. The length of the presentation should be no more than 2 hours. Only one taping of this Technical Presentation will be permitted. The Government evaluation team will be in attendance during videotaping.
6. The Offeror is encouraged to have its proposed Key Personnel present during the videotaping. Additional personnel may attend the videotaping and contribute to the Offeror's presentation, but should be limited to individuals knowledgeable about the offeror's proposal.
7. The Offeror is responsible for the content and accuracy of the material it presents; the time period it devotes to each subject covered within the allotted 2 hours; and the clarity of the material presented.
8. The Technical Evaluation by the Government will be made solely based on the evaluation criteria set forth in Section M. Evaluation Factors.
9. When presenting the Offeror's proposed staffing of the requirements it is advised that the Offeror associate the staffing clearly by referring to the functions cited in the Performance Work Statement, Attachment A. The Offeror shall also introduce each of the Key Personnel and other personnel appearing and speaking on the videotape.
10. The structure of the presentation shall follow the format outlined in paragraph C, Subfactor A: Understanding the Requirement/Technical Approach, Subfactor B: Management Plan and Company Resources, and Subfactor C: Personnel, Element C-

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

1: Staffing Plan. The oral presentation shall be compliant with all mandatory instructions contained in this solicitation.

11. A supplemental component of the Oral Technical Presentation shall be submitted as WRITTEN Presentation Charts. These are limited to 40 pages of standard 8- 1/2" x 11" presentation charts. These charts may be utilized and/or referenced by the Offeror during its oral presentation.

12. After completion of the oral presentation, the Government may request clarification of any points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). The time required for clarification will not be counted against the offeror's time limit.

**B. Subfactor C, (Element C-2) (Key Personnel resumes and letters of commitment) shall be submitted by the due date on the SF33, in writing, and comply with the page limitations set forth in the solicitation instructions.**

**C. The Technical Proposal shall be in the following format:**

The Technical Proposal shall consist of the videotaped oral presentation for Subfactor A, B, and C (Element C-1) and the written proposal data described in Subfactor C (Element C-2).

#### **SUBFACTOR A. UNDERSTANDING THE REQUIREMENT/TECHNICAL APPROACH**

The Offeror shall address the technical requirements outlined in the Performance Work Statement (PWS). The Offeror shall present information on its understanding of and approach to meeting the requirements of the contemplated contract and demonstrate the ability to provide high-quality performance with a variety of the work requirements as listed in the PWS. The Offeror shall also demonstrate a thorough understanding of recent technological advances for the functions listed in the PWS. The oral presentation and proposed technical approach should be specific, detailed, and complete enough to fully demonstrate that you understand the requirements and the day-to-day problems of this procurement. The approach shall contain valid, practical solutions where possible for any inherent problems. Plans/procedures for implementing and sustaining competent, efficient, and effective support shall be indicated. All information submitted in the Offeror's proposal shall be current as of the month this RFP was issued, shall be specific to the procurement, and complete. Stating that you understand and shall comply with the requirements described in the PWS is considered an inadequate response, as is paraphrasing. Statements such as

## **SECTION L OF RFP5-51477/1.**

### **INSTRUCTIONS TO OFFERORS**

"standard procedures will be employed," or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the PWS, and will not be considered as an effective response to the solicitation.

The offeror shall demonstrate an understanding of the unique position of this contract within the Goddard Space Flight Center and NASA HQ's communities and the NASA mission as a whole.

The Technical Approach must be sufficient as to how you propose to comply with the PWS, including a full explanation of the techniques and procedures you propose to follow. Information previously submitted, if any, will be considered only to the extent it is resubmitted. It should not be incorporated by reference.

#### **SUBFACTOR B. MANAGEMENT PLAN AND COMPANY RESOURCES**

The Offeror shall describe the proposed organization including its interface with corporate and subcontractor levels. The lines of authority for key and essential personnel and those of subcontractors shall be defined. An organizational chart shall be provided as part of the oral presentation. The organization chart shall have a sufficient supplemental narrative to fully describe the authority for operation and management, from lower levels through intermediate management to top-level management with a detailed explanation of:

- o Authority of the Project Manager and his/her control over essential resources/functions necessary to accomplish the work.
- o How and by whom shift work will be monitored and the managerial oversight over shift work, and management of personnel throughout GSFC and NASA HQ.
- o Process to be followed by the Project Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Project Manager's direct control such as personnel, finances, and facilities.
- o Proposed subcontracting, and management of any proposed subcontracting efforts, shall be described and the Offeror shall specify what activity is to be subcontracted and provide supporting rationale.

## SECTION L OF RFP5-51477/1.

### INSTRUCTIONS TO OFFERORS

The Offeror shall also demonstrate the ability to incorporate new processes and innovative technologies which result in improved performance and customer satisfaction. The Offeror shall demonstrate experience in obtaining discounted rates through negotiations with vendors, as well as demonstrating experience in providing accurate and timely cost and business management data, including Government 533 reports.

The Offeror shall provide a list of personnel potentially available for contract management from the parent company, if applicable, in support of activities in the Performance Work Statement. Company resources are to be defined in terms of staffing, corporate support, facilities and equipment, including relevance, depth, and availability for use under this requirement. Offerors shall address the availability of funding and other financial resources available for this effort.

#### SUBFACTOR C. PERSONNEL

##### ELEMENT C-1 STAFFING PLAN

Indicate the source of all staffing by skill category, differentiating between in-house, incumbent and other hires. Detail the number of personnel per skill category and the hours associated for each. Specify how non-company personnel will be successfully attracted. Describe an overall plan for maintaining and augmenting a staff after assumption of full contract responsibility to meet on-going contract requirements. Detail shall be presented that demonstrates the Offeror's ability to provide any necessary support to perform under the resultant contract and to respond to critical requirements.

Areas to be addressed are:

- o On-the-job orientation;
- o Deletion or replacement of personnel due to:
  - (a) attrition;
  - (b) varying of skill mix requirements, and/or
  - (c) unproductive personnel;
- o Use of part-time support; and,
- o Hiring personnel to handle short or long term assignments.

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

Describe the source of personnel required for performance and not presently employed by the offeror. Describe the plan for any incumbent capture. Complete the enclosed "Source of Personnel" chart for each year of the contract and submit as part of the oral presentation.

The Offeror's should provide the Total Compensation Plan for all personnel proposed, in accordance with Provision L.13 above. Include salaries/wages and a detailed description of fringe benefits as a part of the cost proposal. The technical proposal must not include this salary and fringe benefit cost information, but should reference where the information appears in the cost proposal. Itemize the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit and of the employee's salary or wage. Describe your policy for establishing the salaries or wages of any retained incumbent contractor employees and explain the eligibility and vesting of incumbent contractor employees relative to your proposed fringe benefits e.g., vacation, medical insurance, sick leave and retirement.

#### **ELEMENT C-2 KEY PERSONNEL**

The Personnel who have been determined to be essential to the successful performance of this contract are considered key personnel. The Offeror must submit a resume for the person designated below and those proposed by Offeror's as key personnel.

This solicitation contains NASA FAR Supplement clause 18-52.235-71 entitled, Key Personnel and Facilities which imposes restrictions or reassignment and replacement of certain key personnel.

The categories considered key for this effort are as follows:

Project Manager

Others to be proposed by Offeror

The Offeror shall provide resumes for personnel who have been determined to be essential to the successful performance of the proposed contract. Resumes shall be provided in a uniform format. In addition, a commitment letter shall be provided for each individual proposed stating the individual's intention and availability to work on this contract, if it is awarded to the Offeror.

Each resume should not exceed three pages in length, exclusive of the commitment letter.

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

The PWS establishes duties, responsibilities, and qualifications required of the Project Manager.

#### **L.17 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (52.215-20) (OCT 1997)--ALTERNATE IV (OCT 1997)**

Submission of cost or pricing data is not required. Provide the other than cost or pricing data described below:

##### **1. Other Than Cost or Pricing Data**

This solicitation requires the submittal of other than cost or pricing data. The term "other than cost or pricing data" is defined at FAR 15.401.

##### **2. Instructions**

a. Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences that are normally cited direct as labor are to be separately identified and priced or included in indirect cost. Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained.

b. The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. In accordance with the Fair Labor Standards Act, do not propose escalation to wage determination rates.

c. Cost/price proposal exhibits and schedules are included with this RFP. Exhibits generally relate to summarization of all elements of cost for a specified item, function or task, whereas schedules generally relate to a single element of cost such as labor, material or overhead. In all cases, final monetary extensions may be expressed as the closest whole dollar amount, with cents omitted. Phase-In will be a separate fixed price contract that shall not exceed thirty (30) days.

d. The Government intends to use Microsoft Excel for Windows to evaluate proposals and it is recommended for offerors submissions. The prime contractor and major subcontractors are required to provide cost data in the designated formats on current formatted 3.5 inch floppy diskettes. This is in addition to the required hard copies. The offeror shall provide written documentation which describes the contents of each diskette and of each file. Two copies of the disk(s) shall be submitted with one copy identified as the backup.

## SECTION L OF RFP5-51477/12

### INSTRUCTIONS TO OFFERORS

#### e. Indirect Ceiling Rates

The contract schedule of this RFP contains terms that limit reimbursement for indirect expense rates. Your Cost/Price Proposal must clearly state the ceiling rate proposed for each of the indicated indirect expense pools.

#### 3. Subcontracts

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition.

a. For subcontracts over \$1,000,000 provide the information that is requested for in these instructions for the prime contractor, unless the subcontract will be on a firm fixed price basis and the estimate has been arrived at on a competitive basis.

#### b. Competitive subcontracts

Provide a consolidated list of all subcontracts over \$100,000 that are expected to be placed on a competitive basis. Provide the following information for each subcontract:

(i) Identify the item/service or provide brief description of work

(ii) Quantity and price

(iii) Expected contract type (firm fixed price, fixed price incentive, cost plus incentive fee, etc.)

(iv) Basis for present price estimate (vendor proposal or quote, prior invoice, engineering estimate, etc.)

(v) Identify the expected source and indicate those sources that are small businesses and/or small disadvantaged business concerns

(vi) If quotes or proposals have been received, indicate the number of firms solicited, the number of quotes or proposals received, and the basis for selection (e.g. low offeror, delivery schedule, technical merit of product, etc.)

(vii) Number of small business and/or small disadvantaged business concerns solicited. If none solicited, reason for exclusion.

(viii) The actual or expected basis for establishing reasonableness of price (e.g. adequate price competition, price analysis, cost analysis, established catalog or market prices)

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

(ix) Affiliation with prime contractor, if any

(x) Planned date of award

#### **c. Noncompetitive subcontracts**

Provide a consolidated list of all subcontracts over \$100,000 that are expected to be placed on a noncompetitive basis. Show the same information as required above for competitive subcontracts except for "number of firms solicited". Instead, include a brief statement supporting the noncompetitive selection of the source.

#### **5. Summary of Deviations/Exceptions (Cost/Price Proposal)**

Identify and explain the reason for any exceptions to these cost/price proposal instructions.

### **L.18 Instructions for Past Performance**

#### **1. Past Performance**

The information requested below is anticipated to be sufficient for purposes of the evaluation of past performance. However, offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant past performance. Refer to FAR 15.305(a)(iii).

Offerors shall submit past performance information as part of their written proposal for both the offeror and any proposed subcontractor(s) who is to perform 20 percent of the work or more (as measured by proposed dollars). Furnish the following information for all contracts and subcontracts in excess of \$1,000,000 and awarded to the offeror within the last 5 years:

a. Customer's name, address, and telephone number of both the lead contractual and technical personnel. Ensure that the information is current and accurate by testing the phone numbers and addresses.

b. Contract number, type, and total original and present or final contract value.

c. Date of contract, place(s) of performance, and delivery dates or period of performance.

## SECTION L OF RFP5-51477/12

### INSTRUCTIONS TO OFFERORS

d. Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

e. Method of acquisition: competitive or noncompetitive.

f. Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.

g. Discuss any major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.

h. Whether delivery was on time and, if not, why; adherence to program schedules; incentive performance (e.g., schedule and technical) history, if applicable.

i. Cost/price management history; cost overruns and underruns, and cost incentive history, if applicable.

j. List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer. Include contracts that were "descoped" by the customer because of performance or cost problems.

The offeror shall provide the enclosed Past Performance Questionnaire, (Enclosure C) to each of its references cited above for completion and return to the Government. The questionnaire respondent can be anyone outside your organization with knowledge of your firm's performance. However, the offeror shall include a list, in its written proposal, of those to whom the questionnaires were sent, including (name of individual, phone number, organization, contract number). The questionnaire must be returned by your reference directly to the Government. **It is requested that the offeror ensure that the questionnaire is completed and returned no later than the closing date of this solicitation to :**

NASA Goddard Space Flight Center  
Attn: Mr. Steven T. Kramer, Code 212  
Greenbelt, MD 20771  
FAX: (301) 286-0247  
Phone: (301) 286-6872

**Where the offeror has no information for past contract performance,** an evaluation of the past performance of the proposed key personnel on relevant contracts will be

## SECTION L OF RFP5-51477/12

### INSTRUCTIONS TO OFFERORS

conducted in conjunction with any other sources available to the Government to determine the offeror's past performance. In this case, the Government will evaluate the past performance of the proposed key personnel. Therefore, the offeror must provide a list of references where the key personnel worked on similar contracts. This is to be included in this section of the proposal.

Where the offeror does have information on past contract performance, an evaluation of the past performance of the proposed key personnel will not be conducted. An evaluation of the past performance of the proposed key personnel will be conducted only if the offeror has no information for past contract performance.

#### L.19 PROPOSAL ASSEMBLY, PACKAGING, MARKING AND DELIVERY

##### L.19.1 Receiving Office

The designated receiving office for proposals is the Bid Room located on the premises of the Goddard Space Flight Center, Greenbelt, Maryland, in Building 17, Room S-142. The Bid Room hours are 8:00 AM to 4:30 PM, Monday through Friday, except Government Holidays. Proposals must be received by the date and time stated on the solicitation face page.

Offerors must either deliver their proposal, modifications or withdrawals by U. S. Postal Service Mail or \*hand deliver (includes the use of a commercial delivery service). Regardless of the delivery method chosen, the proposal must be closed and sealed as if for mailing.

\*Note: Non-U.S. citizens that do not have an alien registration card (green card) will not be given access to the Goddard Space Flight Center for the purpose of proposal delivery.

##### L.19.2 External Marking

[PLEASE NOTE THE ADDITIONAL MARKING REQUIREMENTS IN (b) IF A COMMERCIAL DELIVERY SERVICE IS USED]

(a) The required mailing address/external marking for proposals is as follows:

"NASA  
Goddard Space Flight Center  
Greenbelt, MD 20771  
Attention: Bid Room, Code 213.2  
Building 17, Room S142  
RFP5-51477/120  
PROPOSAL--DELIVER UNOPENED"

## **SECTION L OF RFP5-51477/12**

### **INSTRUCTIONS TO OFFERORS**

(b) If the proposal is to be delivered by a commercial delivery service such as United Parcel Service, Federal Express, DHL, Purolator, etc., place the following on the outside of the carrier's envelope or package cover: (offeror must complete fill-in's appropriately)

"RFP5-51477/120

COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE HAND CARRIED DIRECTLY TO THE BID ROOM, BUILDING 17, ROOM S142 AND RECEIVED NO LATER THAN 3:00 p.m. EDT on May 6, 1998. THE BID ROOM IS OPEN FROM 8:00 AM TO 4:30 PM, MONDAY THROUGH FRIDAY, EXCEPT GOVERNMENT HOLIDAYS."

#### **L.19.3 Number of Copies**

Video Charts (Viewgraphs)--10 copies

Written Technical Proposal--10 copies

Cost/Price Proposal--6 copies

SF 33, Offeror Fill Ins and Sec K--3 copies

RFP5-51477-120  
SECTION L  
INSTRUCTIONS TO COMPLETE COST EXHIBITS AND SCHEDULES  
(CHARTS ATTACHED)

Cost information, consisting of the following Exhibits and Schedules, shall be submitted by the offeror. As part of their cost proposals, offerors shall include a written narrative, by element of cost, that provides the basis for, and the methodology used in estimating each particular element of cost. Offerors are reminded to submit one copy of their cost proposal to their cognizant DCAA auditing office. The name, address, and phone number of the cognizant DCAA office are to be included in the written narrative of the cost proposal.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
1	<p><u>CONTRACT SUMMARY</u> – This exhibit summarizes the total proposed price for the basic requirement, options, and phase-in. For each contract area listed, totals should be taken from the corresponding exhibit.</p>
2	<p><u>ELEMENT OF COST SUMMARY</u> – This exhibit summarizes the elements of cost, by contract year for the Basic Requirement and options. Offerors should follow the element of cost format as closely as possible. However, where differences exist between the exhibit and the offeror's normal accounting and estimating practices, offerors should follow their normal practices.</p> <p>Subcontracts, if any, should be listed separately as line items in this exhibit. Subcontractor cost proposals are to follow the same general formats and level of detail as required for the prime contractor. Any other direct costs should be listed separately.</p> <p>Offerors should calculate the costs for non-routine services found in Clause B.2 of this solicitation. The Government has provided an estimate of the number of hours for these services. Offerors should propose a total cost and award fee for each skill category.</p>
3	<p><u>ELEMENT OF COST SUMMARY (PHASE-IN)</u> – This exhibit summarizes the elements of cost for phase-in. Remaining instructions are the same as those for Exhibit 2.</p>

RFP5-51477-120  
SECTION L  
INSTRUCTIONS TO COMPLETE COST EXHIBITS AND SCHEDULES  
(CHARTS ATTACHED)

<u>SCHEDULE</u>	<u>DESCRIPTION</u>
A	<p><u>DIRECT LABOR COST SUMMARY</u> – This schedule provides detailed direct labor cost information for the Basic Requirement and options. Totals from this chart are entered on Exhibit 2. Separate schedules are to be completed for each contract year, starting with “Basic – Year 1”. In the element of cost written narrative, offerors are to describe in detail how the proposed labor rates were estimated. In accordance with the Fair Labor Standards Act, do not propose escalation to the wage determination rates.</p> <p><b>NOTE: In the element of cost written narrative, offerors are to indicate what percentage of the initial contract labor force they expect to be comprised of incumbent employees from the current contract. In addition, offerors are to indicate what their compensation policy is toward hiring incumbent employees.</b></p>
B	<p><u>PRODUCTIVE WORK YEAR CALCULATION</u> – This schedule shows how the offeror’s productive work year, used in calculating direct labor costs, is calculated. If more than one productive work year is used, a separate schedule must be completed showing each separate calculation.</p>
C	<p><u>KEY PERSONNEL LABOR RATES</u> – This schedule identifies all key personnel by name, and shows hourly rates as of a current payroll date, which is to be identified.</p>
D	<p><u>SUMMARY OF RATES AND FACTORS</u> – This schedule shows the labor escalation, indirect, fee, and any other rates or factors that are used in calculating the cost proposal. If any proposed rates or factors are negotiated forward pricing rates or factors, furnish a copy of the relevant agreement in the cost proposal.</p>

RFP5-51477-120  
SECTION L  
INSTRUCTIONS TO COMPLETE COST EXHIBITS AND SCHEDULES  
(CHARTS ATTACHED)

**SCHEDULE**

**DESCRIPTION**

D

In the element of cost narrative, for labor escalation, offerors are to discuss the rationale for the proposed labor escalation, including the offeror's escalation history for the past three years (excluding wage determination rates).

For overhead and G&A, the element of cost narrative should explain the differences between the proposed bid rates and the proposed ceiling rates. In addition, for all indirect rates and factors, the narrative must contain a complete explanation of the bases that the rates and factors are being applied to in the cost proposal.

DATE:

OFFEROR:

EXHIBIT 1

RFP5-51477-120

CONTRACT SUMMARY

	<u>TOTAL PRICE</u>	<u>EXHIBIT REFERENCE</u>
--	--------------------	--------------------------

BASIC REQUIREMENT:

EXHIBIT 2

OPTION 1:

EXHIBIT 2

GRAND TOTAL:

PHASE-IN:

EXHIBIT 3

DATE:

OFFEROR:

EXHIBIT 2

## ELEMENT OF COST SUMMARY

RFP5-51477-120

ELEMENT OF COST	BASIC YEAR 1	BASIC YEAR 2	OPTION 1 YEAR 3	OPTION 1 YEAR 4	OPTION 1 YEAR 5	TOTAL BASIC AND OPTIONS
DIRECT LABOR HOURS						
DIRECT LABOR DOLLARS						
OVERHEAD						
OTHER DIRECT COSTS (ODC):						
Material	62,474	64,348	66,279	68,267	70,315	331,683
Travel	878,458	904,812	931,956	959,915	988,712	4,663,853
Conf. Attendee Expense	407,629	419,858	432,453	445,427	458,790	2,164,157
Photo Production	500,000	516,500	533,495	551,000	569,030	2,670,025
Equip Maintenance	58,441	60,194	62,000	63,860	65,776	310,271
Training	2,272	2,340	2,410	2,483	2,557	12,062
Miscellaneous	113,112	116,505	120,000	123,600	127,308	600,525
Other (List)						
TOTAL ODC:						
SUBTOTAL COST						
G&A EXPENSE						
SUBTOTAL COST						
NON-ROUTINE SERV. (COST)						
TOTAL COST						
NON-ROUTINE SERV. (FEE)						
AWARD FEE						
TOTAL AWARD FEE						
TOTAL COST PLUS FEE						

\*Non-routine service costs and award fee should be calculated from Clause B.2 and included in this exhibit.

DATE:

OFFEROR:

ELEMENT OF COST SUMMARY  
PHASE-IN

EXHIBIT 3  
RFP5-51477-120

<u>ELEMENT OF COST</u>	<u>PHASE-IN</u>
DIRECT LABOR HOURS	
DIRECT LABOR DOLLARS	
OVERHEAD	
OTHER DIRECT COSTS (ODC):	
Travel	
Subcontract	
Other	
Other	
Other	
Other	
Other	
TOTAL ODC:	
SUBTOTAL COST	
G&A EXPENSE	
TOTAL COST	
PROFIT	
TOTAL	

DATE:

OFFEROR:

SCHEDULE A

RFP5-51477-120

DIRECT LABOR COST SUMMARY

BASIC (YEAR 1)

<u>PROPOSED LABOR CATEGORY</u>	<u>DOL WAGE DETERMINATION CATEGORY (IF APPLICABLE)</u>	<u># OF WORK YEARS</u>	<u>PRODUCTIVE HOURS</u>	<u>CURRENT RATE</u>	<u>PROPOSED RATE</u>	<u>PROPOSED COST</u>
--------------------------------	--	----------------------------	-----------------------------	-------------------------	--------------------------	--------------------------

TOTALS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE:

SCHEDULE B

OFFEROR:

RFP5-51477-120

PRODUCTIVE WORK YEAR CALCULATION

<u>BASIC (YR 1)</u>	<u>BASIC (YR 2)</u>	<u>OPTION 1 (YR 3)</u>	<u>OPTION 1 (YR 4)</u>	<u>OPTION 1 (YR 5)</u>
---------------------	---------------------	------------------------	------------------------	------------------------

Total Possible Hours In Year:

Less: Vacation Leave  
Holiday Leave  
Sick Leave  
Other (Identify)

Productive Work Year (in hours):

DATE:

OFFEROR:

KEY PERSONNEL LABOR RATES

SCHEDULE C

RFP5-51477-120

LABOR CATEGORY	NAME	CURRENT RATE*	PROPOSED RATES				
			BASIC (YR 1)	BASIC (YR 2)	OPTION 1 (YR 3)	OPTION 1 (YR 4)	OPTION 1 (YR 5)

\* Rates are current as of this date:

DATE:

SCHEDULE D

OFFEROR:

RFP5-51477-120

SUMMARY OF RATES AND FACTORS

<u>RATE/FACTOR TYPE</u>	<u>BASIC (YR 1)</u>	<u>BASIC (YR 2)</u>	<u>OPTION 1 (YR 3)</u>	<u>OPTION 1 (YR 4)</u>	<u>OPTION 1 (YR 5)</u>
-------------------------	---------------------	---------------------	------------------------	------------------------	------------------------

Labor Escalation

Overhead - Bid

Overhead - Ceiling

G&A - Bid

G&A - Ceiling

Others (Specify)

Award Fee

## SECTION M OF RFP5-51477/1

### EVALUATION FACTORS

Nothing in this Section M requires fill-in by the Offeror.

#### M.1. SOURCE SELECTION AND EVALUATION FACTORS--GENERAL

##### 1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA formal source selection" will not apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

##### 2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost/Price, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors and any elements under each subfactor. Only the Mission Suitability factor is numerically scored.

##### 3. Relative Order of Importance of Evaluation Factors

The Cost/Price Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost/Price Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

##### 4. FAR and NASA FAR Supplement Provisions for Section M

#### EVALUATION OF OPTIONS (52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## SECTION M OF RFP5-51477/1

### EVALUATION FACTORS

#### EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (52.222-46) (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

## SECTION M OF RFP5-51477/1

### EVALUATION FACTORS

#### M.2 MISSION SUITABILITY EVALUATION FACTOR

1. In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale. The Subfactors to be used in evaluating Mission Suitability and their corresponding weights are listed below in descending order of importance:

<u>SUBFACTORS/ELEMENT</u>	<u>WEIGHT</u>
I. Subfactor A - Understanding the Requirement/Technical Approach	500
II. Subfactor B - Management Plan and Company Resources	300
III. Subfactor C - Personnel	200
Element C-1 Staffing Plan	
Element C-2 Key Personnel	
TOTAL	1,000

The Mission Suitability subfactors and the total Mission Suitability factor will be evaluated using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

#### 3. Description of Mission Suitability Subfactors and Elements

The Mission Suitability Subfactors, and elements under the Subfactors, are described as follows:

#### SUBFACTOR A. UNDERSTANDING THE REQUIREMENT/TECHNICAL APPROACH

The offeror's understanding of and approach to meeting the requirements of the contemplated contract will be evaluated. The offeror's understanding of the nature of the technical requirements outlined in the Performance Work Statement (PWS), the characteristics of providing high-quality performance of a multifaceted type support contract, and the functions, duties and roles that the contract has in the GSFC and NASA mission will be evaluated. Plans/procedures for implementing and sustaining competent, efficient, and effective support shall be evaluated. The quality of the

## **SECTION M OF RFP5-51477/1**

### **EVALUATION FACTORS**

offeror's oral presentation and technical approach to understanding the requirements shall be evaluated. The offeror will be evaluated with regard to the operational understanding and solutions to inherent day-to-day technical problems.

The oral presentation and proposed technical approach should be specific, detailed, and complete enough to fully demonstrate that you understand the requirements and the day-to-day problems of this procurement.

#### **SUBFACTOR B. MANAGEMENT PLAN AND COMPANY RESOURCES**

The offeror's organizational structure (considering both prime contractor and all subcontracted portions of the effort) will be evaluated in terms of its ability to provide the services proposed, to integrate the various functions outlined in the PWS and to deal with problems and enhance overall control. The management structure, monitoring of work, areas of subcontracted effort, lines of communication and levels of authority and responsibility to insure necessary resources are available to meet all areas of the PWS will be evaluated.

The offeror's ability to incorporate new processes and innovative technologies will be evaluated. The experience to obtain discounted vendor rates and in providing accurate and timely cost and business data will be evaluated.

Company support and resource availability will be evaluated in terms of how the company will support this effort and/or any subcontracting arrangements necessary for the accomplishment of the work under the resultant contract and respond to critical requirements. We intend to evaluate offers to determine if the analysis and rationale for the proposed subcontracting arrangements are suitable for meeting the requirements of the contract.

#### **SUBFACTOR C. PERSONNEL**

##### Element C-1 Staffing Plan

The proposal will be evaluated in terms of logical and rational sources of staffing to meet the staffing qualification requirement and hours proposed to perform the required areas of the PWS. The proposal will be evaluated on the adequacy of techniques for attracting and maintaining manpower and skill mix requirements and the terms of commitment. The plans for maintaining and augmenting staff during contract will be evaluated.

The staff management plans will be evaluated in the areas of staffing approaches, staffing policies, reassignments, personnel management, workload management, staff performance standards, quality and productivity improvement, training, documentation

## SECTION M OF RFP5-51477/11

### EVALUATION FACTORS

and reporting, controlling and scheduling, workflow management, progress reporting, and stimulating creativity and innovation. The approach to personnel practices for employee promotions, supervision and development techniques, employee reviews and performance feedback, and methods for improving technical skills will also be evaluated.

The offeror's total compensation plan for all positions proposed will also be evaluated in accordance with Clause 52.222-46.

#### Element C-2 Key Personnel

Under this portion of the subfactor, the technical capability, experience, and training of the proposed Project Manager as compared with the applicable position qualification statement in the RFP will be evaluated. Compensating qualifications offered in place of experience/education/training will be accepted or rejected at the sole discretion of the Government. All other proposed Key personnel shall be evaluated for evidence of education, experience, and training as it relates to the position for which they are proposed.

The proposed individuals will be evaluated based on information obtained from resumes, reference checks, and any other information available to the Government. The Government will evaluate the degree of commitment, availability, technical and/or managerial/supervisory experience, professional achievements, and relevance, recentness and depth of previous experience of the key individuals assigned to this contract. Specifically, the key personnel listed below will be evaluated:

Project Manager

Other Key Personnel Proposed by Offeror

Letters of commitment to this contract will be part of the evaluation.

(End of text)

### M.3 COST/PRICE EVALUATION FACTORS FOR AWARD

The proposed cost/price will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B) and (C).

Offerors should refer to FAR 15.401 for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost."

## SECTION M OF RFP5-51477/12

### EVALUATION FACTORS

Both the proposed cost and the probable cost will be presented to the Source Selection Authority.

Phase-in price is not a consideration for source selection.

#### M.4 PAST PERFORMANCE EVALUATION FACTOR

The evaluation will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2), "Past performance evaluation". The approach to evaluating past performance is provided below in accordance with FAR 15.305(a)(2)(ii).

This factor will not be point scored. One of the following adjectival ratings will be assigned:

Excellent, Very Good, Good, Fair or Poor

However, offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance. Refer to FAR 15.305(a)(2)(iv).

Past performance will include the following specific areas established for this procurement in accordance with NFS 1815.305(a)(2)(B).

Each area identified below will be considered in the evaluation of the offeror's past performance:

##### 1. Quality of Services

- a. Compliance with contract requirements
- b. Accuracy of reports
- c. Appropriateness of personnel
- d. Technical excellence

##### 2. Timeliness

- a. Met interim milestones
- b. Reliable
- c. Responsive to technical direction
- d. Completed work on time

##### 3. Cost/Price Control

**SECTION M OF RFP5-51477/1**

**EVALUATION FACTORS**

- a. Within budget (contract value)
  - b. Current, accurate, and complete billings
  - c. Reasonably price change orders
4. Business Relations
- a. Effective management
  - b. Cooperative, business-like correspondence
  - c. Responsive to contract requirements (technical and administrative)
  - d. Responsive to emergency service requirements
  - e. Pro-active

**ENCLOSURE A**  
**RESUME FORMAT**

## RESUME FORMAT

**EMPLOYEE'S NAME:**

**EDUCATION:**

LIST EDUCATIONAL BACKGROUND

**PROFESSIONAL ACCOMPLISHMENTS:**

DESCRIBE ACADEMIC & PROFESSIONAL ACCOMPLISHMENTS,  
INCLUDING ANY HONORS AND AWARDS

**PRESENT POSITION:**

1. COMPANY AND TITLE OF POSITION
2. DATE OF EMPLOYMENT: FROM        TO
3. NUMBER AND TYPE (ENGINEER, TECHNICIAN, ETC.) OF PERSONNEL SUPERVISED
4. BRIEF DESCRIPTION OF DUTIES & RESPONSIBILITIES, INCLUDING SUPERVISORY EXPERIENCE
5. IMMEDIATE SUPERVISOR

**PRECEDING POSITION(S):**

1. COMPANY AND TITLE OF POSITION
2. DATE OF EMPLOYMENT: FROM        TO
3. NUMBER AND TYPE (ENGINEER, TECHNICIAN, ETC.) OF PERSONNEL SUPERVISED
4. BRIEF DESCRIPTION OF DUTIES & RESPONSIBILITIES, INCLUDING SUPERVISORY EXPERIENCE
5. IMMEDIATE SUPERVISOR

**REFERENCES:**

LIST THREE (3) TECHNICAL REFERENCES OUTSIDE THE PROPOSING COMPANY. INCLUDE NAMES, TITLE OF ACADEMIC AND PROFESSIONAL POSITION, AND PHONE NUMBERS (OFFERORS ARE REQUIRED TO ENSURE THAT ALL PHONE NUMBERS PROVIDED ARE ACCURATE AND CURRENT FOR THE REFERENCES PROVIDED).

**ENCLOSURE B**

**SOURCE OF PERSONNEL CHART**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ENCLOSURE B

SOURCE OF PERSONNEL CHART

NUMBER OF PERSONNEL	POSITION TITLE	HOURS/DOLLARS	WAGE DETERMINATION POSITION TITLE	WITHIN COMPANY	OUTSIDE		INCUMBENT	SUBCONTRACTOR
					HIRE			

**ENCLOSURE C**

**PAST PERFORMANCE QUESTIONNAIRE**

## **PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS**

Page two, Sections I through III, of the questionnaire provides for contractually related descriptive information and identification of the evaluator.

Section IV is a form to evaluate the contractor's technical, timeliness, cost/price, and business performance. Space is provided for comments (additional pages may be used if desired); comments would be particularly appreciated when applicable. A Rating Guideline (page 6) is offered for your use in assigning a performance level rating for each of the factors in Section V.

---

## *PAST PERFORMANCE QUESTIONNAIRE*

---

### **I. Contract Information**

A. Name of Company Being Evaluated \_\_\_\_\_

B. Address \_\_\_\_\_

C. Contract Number \_\_\_\_\_

D. Contract Type \_\_\_\_\_

Period of Performance From: \_\_\_\_\_ To: \_\_\_\_\_

Total Contract Value \_\_\_\_\_

Work Years of Effort \_\_\_\_\_

(Current)

### **II. Description of Contract**

*Briefly describe the services provided under this contract.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

During the contract performance being evaluated, this firm was the:

☐ Prime Contractor; ☐ Significant Subcontractor; ☐ Team Member; ☐ Other (Describe)

\_\_\_\_\_

\_\_\_\_\_

Does a corporate or business relationship exist between the firm being evaluated and  
your organization? ☐ Yes ☐ No If so, please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **III. Evaluator Information**

Name \_\_\_\_\_

Title \_\_\_\_\_

Agency/Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax: \_\_\_\_\_

---

## *PAST PERFORMANCE QUESTIONNAIRE*

---

### IV. Past Performance History

Please rate Contractor performance in each of the four categories. Circle the number which corresponds to the performance rating for each category. See the attached page for explanation of the rating scale. In addition, comments will be beneficial so please comment when appropriate.

1. Quality of Services

Rating

-Compliance with contract requirements	1	2	3	4	5	N/A
-Accuracy of reports	1	2	3	4	5	N/A
-Appropriateness of personnel	1	2	3	4	5	N/A
-Technical excellence	1	2	3	4	5	N/A

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Timeliness

Rating

-Met interim milestones	1	2	3	4	5	N/A
-Reliable	1	2	3	4	5	N/A
-Responsive to technical direction	1	2	3	4	5	N/A
-Completed work on time	1	2	3	4	5	N/A

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Cost/Price Control

Rating

-Within budget (contract value)	1	2	3	4	5	N/A
-Current, accurate, and complete billings	1	2	3	4	5	N/A
-Reasonably priced change orders	1	2	3	4	5	N/A

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

## *PAST PERFORMANCE QUESTIONNAIRE*

---

4. Business Relations

Rating

-Effective management	1	2	3	4	5	N/A
-Cooperative, business-like correspondence	1	2	3	4	5	N/A
-Responsive to contract requirements (technical and administrative)	1	2	3	4	5	N/A
-Responsive to emergency service requirements	1	2	3	4	5	N/A
-Pro-active	1	2	3	4	5	N/A

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PAST PERFORMANCE QUESTIONNAIRE

### RATING GUIDELINES

Rating	Quality of Services	Timeliness	Cost/Price Control	Business Practices
5= Excellent	Demonstrates exceptional performance by enhancing/exceeding contractual requirements.	Meets and exceeds contract milestones and/or deliverables.	Demonstrates exceptional ability to manage cost/price issues.	Always works effectively and responsively with contracting and technical personnel on administrative and technical issues.
4= Very Good	Complies with contractual requirements and/or nonconformances do not impact achievement of contract requirements.	No unexcused delays and/or delays in contract milestones and/or deliverables do not impact achievement of contract requirements.	No cost/price issues and/or cost/price issues do not impact achievement of contract requirements.	Usually works effectively and responsively with contracting and technical personnel on administrative and technical issues.
3= Good	Nonconformances require minor customer assistance to ensure achievement of contract requirements.	Delays in contract milestones and/or deliverables require minor customer assistance to ensure achievement of contract requirements.	Cost/price issues require minor customer assistance to ensure achievement of contract requirements.	Somewhat works effectively and responsively with contracting and technical personnel on administrative and technical issues.
2= Fair	Nonconformances require major customer assistance to ensure achievement of contract requirements.	Delays in contract milestones and/or deliverables require major customer assistance to ensure achievement of contract requirements.	Cost/price issues require major customer assistance to ensure achievement of contract requirements.	Marginally works effectively and responsively with contracting and technical personnel on administrative and technical issues.
1= Poor	Nonconformances are compromising the achievement of contract requirements despite use of customer assistance.	Delays in contract milestones and/or deliverables are compromising performance of contract requirements.	Cost/price issues are compromising performance of contract requirements.	Does not work effectively and responsively with contracting and technical personnel on administrative and technical issues.

N/A=Not Applicable

**ENCLOSURE D**

**PERFORMANCE REQUIREMENTS SUMMARY**

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Contractor shall be evaluated on Technical Performance and Cost/Business Management. The Contractor may earn a performance fee based on its scores in these two areas as noted below. Technical Performance will be worth 65% and Cost/Business Management will be worth 35% of the available performance fee for each six-month evaluation period. A maximum of 30% of the Technical Performance fee shall be available from the monthly performance evaluations (5% per month). A maximum of 35% of the Technical Performance fee shall be available from the Summary Performance Evaluations. A maximum of 35% of the available performance fee for Cost/Business Management shall be available from the Summary Performance Evaluations.

### **6.1 Monthly Performance Evaluations**

The Contractor shall be evaluated monthly on two critical performance requirements listed below in the PRS: timeliness and quality. If the Contractor meets or exceeds a performance requirement in a month, it shall earn a portion of the performance fee available during the six-month evaluation period (see Section 6.3). The maximum performance fee to be earned each month through the Monthly Evaluations is 5% of the total six-month performance fee. This equals 30% of the total six-month performance fee available.

	PWS Section	Requirement	Standard	Performance Requirement	Method of Surveillance
1.	3.0	Timeliness	Meet customer deadlines for products and services.	98%	Customer surveys
2.	3.0	Quality	Meet customer requirements for quality of products and services.	96%	Customer surveys

### **6.2 Summary Performance Evaluations**

The Contractor shall also be evaluated every six months on all facets of its contract support. This evaluation may earn the Contractor a performance fee as listed on the **Performance Fee Table** (see Section 6.3). The Summary Performance Evaluation will be made in accordance with a Performance Evaluation Plan prepared by the Government. This plan shall be unilaterally established by the Government and may be revised at any time. The Performance Evaluation Plan shall be divided into two categories: Technical Performance and Cost/Business Management. The Government shall review the Contractor's summary reporting data as part of this evaluation. The Government shall allow the Contractor Project Manager to make an oral presentation not to exceed 15 minutes to the CO and COTR discussing the Contractor's performance over the six-month evaluation period. After considering all available data, the CO shall issue a six-month summary rating from 0-100 for the Contractor for each category: Technical Performance

and Cost/Business Management. Based on the ratings, the Contractor may earn a portion of the performance fee available during the six-month evaluation period (see Section 6.3). The performance fee earned for the Summary Performance Evaluation shall be calculated by multiplying the score for each category (technical performance and cost management) by the percentage listed on the **Performance Fee Table** (see Section 6.3). The maximum performance fee to be earned for the Summary Performance Evaluation section is 70% of the total six-month performance fee available.

### 6.3 Performance Fee Table

The contract shall set a maximum performance fee available for each six-month evaluation period. The Contractor shall earn the monthly performance fee available as listed in the Performance Fee Table if the Contractor meets or exceeds the Performance Requirements listed in the PRS (see Section 6.1). Each six-month evaluation period, the Contractor shall earn up to the maximum performance fee available as listed in the Performance Fee Table based on the CO's evaluation of the Contractor's performance (see Section 6.2).

Monthly Evaluations (Section 6.1)	Timeliness	Quality		Totals
1	2%	3%		5%
2	2%	3%		5%
3	2%	3%		5%
4	2%	3%		5%
5	2%	3%		5%
6	2%	3%		5%
<b>Totals</b>	<b>12%</b>	<b>18%</b>		<b>30%</b>
	Summary Evaluation (Section 6.2)	Technical Performance	Cost/Business Management	Total
	<b>Totals</b>	<b>35%</b>	<b>35%</b>	<b>70%</b>